

B 210A (Form 210A) (12/09)

# UNITED STATES BANKRUPTCY COURT

Southern District of New York

In re Lehman Brothers Holdings Inc. et al.,

Case No. 08-13555 (JMP)

## TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

UBS AG, Stamford Branch  
Name of Transferee

Name and Address where notices to transferee should be sent:  
677 Washington Boulevard, Stamford CT  
06901, Attn: Craig Pearson

Phone: +203 719-5397  
Last Four Digits of Acct #:                 

Name and Address where transferee payments should be sent (if different from above):

Phone:                   
Last Four Digits of Acct #:                 

High Yield Enhanced Fund  
Name of Transferor

Court Claim # (if known): 20089  
Amount of Claim: \$425,849.15  
Date Claim Filed: 09/21/2009

Phone: +442073893633  
Last Four Digits of Acct #:                 

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

By: Craig Pearson/Darlene Arias  
Transferee/Transferee's Agent

Date: 11/23/2010

*Penalty for making a false statement:* Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 & 3571.

**EXHIBIT A FORM OF EVIDENCE OF TRANSFER OF CLAIM**

**TO:** Lehman Brothers Holdings Inc. as the Guarantor (for the purposes of this Notice the “Debtor”) and the Bankruptcy Court (as defined below).

For value received, the adequacy and sufficiency of which are hereby acknowledged, BlueBay Structured Funds acting on behalf of its sub-fund, High Yield Enhanced Fund (“Assignor”) unconditionally and irrevocably hereby sells, transfers and assigns to UBS AG, Stamford Branch (the “Assignee”) pursuant to a Transfer of Claim Agreement dated November 17, 2010 between the Assignor and the Assignee, all right, title, interest, claims and causes of action in and to, or arising under or in connection with (i) a proof of claim no. 20089 against Lehman Brothers Holdings Inc. as Debtor, one of the debtors-in-possession in the chapter 11 reorganization case entitled, In re Lehman Brothers Holdings Inc., et al., Chapter 11 Case Number 08-13555 (JMP) (Jointly Administered), pending in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”), (ii) a general unsecured claim (as such term is defined in Section 101(5) of the U.S. Bankruptcy Code) against the Debtor arising under the Unanimous Written Consent of the Executive Committee of the Board of Directors of the Debtor, dated as of June 9, 2005 with respect to the ISDA Master Agreement dated 7/7/2006 between Lehman Brothers International (Europe) and the Assignor and related documents (the “ISDA” only (the “General Guarantee Claim” and together with the ISDA Guarantee Claim (as defined below), and the proofs of claim described in clause (i), the “Claims”)) pursuant to which the Debtor fully guaranteed the payment of all liabilities, obligations and commitments of the Debtor relating to the ISDA and documents related thereto. For the avoidance of doubt, the assignment does not relate to any claims other than those originating from or arising out of the ISDA. Amounts owed by the Debtor to the Assignor solely in connection with claims that do not arise from or originate out of the ISDA, shall be paid directly to the Assignor, and any communication solely in respect of claims not originating from or arising out of the ISDA (including, for the avoidance of doubt, any pre-administration client money claims) shall continue to be sent exclusively to the Assignor or its authorized agents.

The Assignor hereby waives any objection to the transfer of the Claims to the Assignee on the books and records of the Debtor and the Bankruptcy Court, and hereby waives to the fullest extent permitted by law any notice or right to a hearing as may be prescribed by Rule 3001 of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law. The Assignor acknowledges and understands, and hereby stipulates, that an order of the Bankruptcy Court may be entered without further notice to the Assignor transferring to the Assignee the Claims and recognizing the Assignee as the sole owner and holder of the Claims. The Assignor further directs the Debtor, the Bankruptcy Court and all other interested parties that all further notices relating to the Claims, and all payments or distributions of money or property in respect of the Claims, shall be delivered or made to the Assignee.

Assignee's information is as follows:

677 Washington Boulevard  
Stamford CT 06901  
Attention: Michael Cerniglia  
Email.: michael.cerniglia@ubs.com  
Telephone No.: +1 203 719 4009

IN WITNESS WHEREOF, this EVIDENCE OF TRANSFER OF CLAIM IS EXECUTED THIS  
17<sup>th</sup> day of November, 2010

**ASSIGNOR:**

BlueBay Asset Management plc acting as  
agent for BlueBay Structured Funds acting on  
behalf of its sub-fund, High Yield Enhanced  
Fund

By: 

Name: **Lucien Orlovius**  
Title: **Director**

**ASSIGNEE:**

UBS AG, Stamford Branch  
By: UBS Securities, LLC, as agent

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, this EVIDENCE OF TRANSFER OF CLAIM IS EXECUTED THIS  
       day of       , 2010

ASSIGNOR:

BlueBay Asset Management plc acting as  
agent for BlueBay Structured Funds acting on  
behalf of its sub-fund, High Yield Enhanced  
Fund

By: \_\_\_\_\_  
Name:  
Title:

ASSIGNEE:

UBS AG, Stamford Branch  
By: UBS Securities, LLC, as agent

By: \_\_\_\_\_

Name:  
Title:

Darlene Arias  
Associate Director  
Banking Products Service

By: Stephen Scanapieco

Stephen Scanapieco  
Associate Director  
Banking Products  
Services, US